

Memorandum of Understanding between
The United States Environmental Protection Agency
and
SAMPLE

I. Common Agreements and Principles

A. This is a voluntary agreement between ***SAMPLE*** ("EPA ENERGY STAR[®] Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which ***SAMPLE*** joins the EPA ENERGY STAR[®] Program. The terms of this Memorandum of Understanding (MOU) shall apply to furnaces sold by Partner under its own brand name(s).

B. EPA ENERGY STAR Partner and EPA agree that the primary purpose of the EPA ENERGY STAR Program is to promote the manufacturing and marketing of energy-efficient equipment, thereby potentially reducing combustion-related pollution.

C. EPA ENERGY STAR Partner and EPA agree that the use of energy-efficient equipment may also increase profits and competitiveness.

D. EPA ENERGY STAR Partner and EPA agree that the EPA ENERGY STAR Program may also improve or enhance equipment's useful lifetime, customer satisfaction, and overall product quality.

E. EPA ENERGY STAR Partner and EPA agree that publicizing the EPA ENERGY STAR Program is important to demonstrate the following: the concern of Partner for the environment, the vitality of the free enterprise system in reducing costs, and the capability of voluntary programs to achieve environmental goals.

F. EPA ENERGY STAR Partner and EPA agree that maintaining public confidence in the EPA ENERGY STAR Program is critical to achieving the shared goals of Partner and EPA.

G. EPA ENERGY STAR Partner and EPA agree that membership in the EPA ENERGY STAR Program is essential to the cooperative effort to achieve the shared goals stated above.

II. Definitions

A. Furnace: A heating unit whose function is the combustion of fossil fuel for space heating with forced hot air. Unit must include burner(s), heat exchanger(s), blower(s) and connections to heating

ducts. A heating unit that meets this definition and also provides hot water for domestic or other use may be considered a furnace for purposes of this MOU.

B. AFUE: The Annual Fuel Utilization Efficiency ("AFUE") measures the amount of fuel converted to space heat in proportion to the amount of fuel entering the furnace. This is commonly expressed as a percentage. For purposes of this MOU, the efficiency of a furnace shall be measured using AFUE. Test procedures have been developed to test AFUE by the Department of Energy (DOE). These procedures are specified in 10 Code of Federal Regulations part 430, Appendix N.

C. Manual J Calculation: A calculation performed to determine the heating load for a residence or small commercial building. The calculation includes site-specific characteristics such as regional weather data, building framing materials, building insulation levels, building air infiltration levels and window area. The calculation follows procedures and protocols developed by the Air Conditioning Contractors of America.¹

D. Manufacturer Limited Warranty: For purposes of this MOU, a manufacturer limited warranty is an assurance by the Partner that purchased system equipment and components are warranted by the manufacturer for a period of time. The period of time is typically expressed in numbers of years.² The exact terms of the limited warranty shall be determined by the Partner.

III. Entry into Force and Duration

A. This MOU enters into force when signed by both EPA and Partner.

B. Both parties agree that Partner may begin to qualify boiler models, pursuant to section IV.B., beginning on April 10, 1995 or date of signature, whichever is later.

C. This MOU shall remain in force until such time that it is terminated by either party, but no later than March 1, 2000. A new or revised MOU may be developed in order to extend the program beyond that date.

D. Both parties agree that this agreement can be terminated by EPA ENERGY STAR Partner or EPA any time, and for any reason, with no penalty. However, both parties agree that termination for noncompliance would only occur in accordance with the procedures of Section VII., below.

¹Air Conditioning Contractors of America , 1513 16th St., NW. Washington, DC 20036.

²At the time of writing, a manufacturer limited warranty is typically 20 years for the heat exchanger(s).

IV. EPA ENERGY STAR® Partner's Responsibilities

A. EPA ENERGY STAR Partner agrees to appoint a responsible representative of the company as liaison with EPA for the EPA ENERGY STAR Program and to notify EPA within one month of any change in liaison responsibility.

B. Product Qualification for the EPA ENERGY STAR® Logo

1. EPA ENERGY STAR Partner agrees to introduce one or more specific models of furnaces that meet or exceed 90% AFUE energy efficiency ratings.

2. Partner shall include a manufacturer limited warranty with its qualified furnace models.

3. Partner shall consider using high efficiency electric blower motors with its qualified furnace models.

C. Testing

1. Partner agrees to perform tests, as necessary, to determine which models comply. Based on the results of these tests, Partner shall self-certify those models that it determines are compliant with the specifications outlined above. Partner may submit information to EPA on compliant models on a voluntary basis.

2. Partner agrees to measure a furnace model's energy efficiency using the AFUE for space heating as determined by DOE using test procedures specified in 10 Code of Federal Regulations part 430, Appendix N.

D. Training

1. Partner agrees that the proper installation of ENERGY STAR-labeled furnaces is important. Therefore, Partner agrees to offer training on issues such as: 1) system venting, 2) condensate removal, and 3) code compliance. In addition, Partner shall encourage distributors and contractors to take advantage of this or other relevant training opportunities.

2. Partner agrees that proper sizing of furnaces is important to ensure optimal operational cycles and comfort. Partner agrees to offer training for equipment distributors or contractors, on the proper use of the Manual J calculation, or other equivalent calculation, in order to encourage proper

sizing of equipment. In addition, Partner shall encourage distributors and contractors to take advantage of this or other relevant training opportunities.

E. Customer Education

1. Partner shall provide general information to users regarding the benefits of energy efficient furnaces. This information might include a description of the ENERGY STAR Program, and a discussion of the energy savings associated with the product. Partner may determine the best manner through which to disseminate this general information to users. Examples of acceptable approaches include: user's manual, special brochures included with qualified models, sales literature, maintenance information, etc. Brochures and advertisements shall be worded to avoid misleading interpretations.

2. To help consumers become familiar with the ENERGY STAR Program, Partner shall place the ENERGY STAR[®] logo onto qualified models, where practical.³ Partner shall also strive to include the ENERGY STAR[®] logo in brochures, manuals, and advertisements, etc. for qualified models.

F. At EPA's request, Partner will attempt to locate customers who have profited from the program and are willing to share information about performance and savings, as well as locate employees who have contributed in its success. This customer or employee supplied information is to be without reference or endorsement of specific Partner, specific products, or other supply sources.

G. EPA ENERGY STAR[®] Partner agrees to provide information about the ENERGY STAR Program to all of its employees whose jobs are relevant to the development, marketing, sales, and service of ENERGY STAR-labeled products.

H. EPA ENERGY STAR Partner understands that participation in the EPA ENERGY STAR Program does not constitute EPA endorsement of ENERGY STAR Partner or its products.

V. EPA's Responsibilities

A. EPA agrees to designate a single liaison point for the EPA ENERGY STAR Program, and to notify Partner within one month of any change in liaison responsibilities. Please send signed MOU and other correspondence to this person. (See Attachment.)

B. EPA agrees to accept the test data as submitted by Partner, whether it is self-determined or determined by an independent third party. EPA will not officially approve any individual test reports submitted by Partner. Therefore, Partner shall not include misleading statements in product literature

³The ENERGY STAR[®] logo may appear on the front of the furnace, or on the nameplate.

that imply a product is approved or certified by the EPA, i.e., Partner shall not make claims such as "this furnace is EPA approved," or "this furnace is EPA certified." While this is a self-certifying process, EPA reserves the right to conduct tests on products bearing the EPA ENERGY STAR[®] logo from either the open market or other available sources, or voluntarily received from Partner.

C. EPA agrees to make an effort to encourage consumer acceptance of models introduced under this agreement and bearing the EPA ENERGY STAR[®] logo.

D. EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses about the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication.

E. EPA agrees to promote energy-efficient equipment, and to inform consumers about the EPA ENERGY STAR Program and EPA ENERGY STAR[®] logo by writing articles and/or cooperating with the news media by sharing information, where appropriate.

F. EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy-efficient equipment, educate consumers about the EPA ENERGY STAR Program and logo, and provide Partner with due recognition for its public service in protecting the environment.

VI. Use of the EPA ENERGY STAR[®] Logo

Partner shall read and abide by the attached logo use guidelines. Should EPA make changes to the logo use guidelines, Partner shall implement those changes as soon as practical after being notified by EPA of those changes.

VII. Conflict Resolution

A. Each party agrees to assume good faith as a general principle for resolving conflicts under the EPA ENERGY STAR Program.

B. Both parties agree to informally notify each other if any problems or issues arise and to work together to provide maximum public confidence in the program.

C. Procedure for Addressing Noncompliant Products

1. If EPA receives information that one or more products certified by Partner as ENERGY STAR compliant may not meet all of the terms of this MOU, then EPA will immediately notify Partner and attempt to address and resolve the problem informally.

2. If these informal discussions do not produce a mutually agreeable resolution, EPA shall notify Partner in writing that Partner shall be terminated from the program unless it undertakes the specific corrective actions sought by EPA. Partner agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, Partner shall agree to do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; or (b) voluntarily terminate this agreement. If Partner does not respond to EPA's letter within 20 business days, or responds but does not agree to either (a) or (b), then this agreement is terminated.

D. If EPA ENERGY STAR Partner believes that EPA is not meeting all of its commitments, Partner agrees to formally notify EPA in writing. EPA agrees to respond in writing within 20 business days of receiving ENERGY STAR Partner's letter. At that time, EPA will do one of the following: (a) undertake the corrective actions sought by Partner, or (b) explain why such corrective actions can not be undertaken.

VIII. Freedom of Information Act and Confidential Business Information

Both parties understand that information provided by Partner to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

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Revisions to this Memorandum of Understanding will not be accepted

The undersigned hereby execute this Memorandum of Understanding on behalf of their parties. The signer of this agreement affirms that he/she has the authority to commit ***SAMPLE*** to participation in the ENERGY STAR Furnace Program.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ Date: _____

Name: Paul Stolpman
Title: Director, Office of Atmospheric Programs

For *SAMPLE*:

Signature: _____ *SAMPLE* _____ Date: _____

Name: _____ *SAMPLE* _____

Title: _____ *SAMPLE* _____